

## Request for Quotation

RFQ title: 2023 Off-site Transcribers Contract

Quotes due no later than: July 8, 2023 at 4:00 pm

Email quotes to: Sandy Nunes at [sandy\\_nunes@cand.uscourts.gov](mailto:sandy_nunes@cand.uscourts.gov)

The US District Court, Northern District of California (“Court”) is requesting quotes for the items described below.

Using the quote sheet provided herein, email your quote no later than the date and time specified above. Late quotes will not be considered unless the judiciary determines, at its own discretion, that considering the late quote is in the judiciary’s best interest and will not unduly delay the procurement.

The Court intends to make an award based on the **lowest priced, technically acceptable** quote. The Court is soliciting proposal for off-site transcription services for the public as well as for the Court of digitally recorded court proceedings. The Court has four locations: San Francisco, Oakland, San Jose and McKinleyville. Transcripts of proceeding conducted at any of these locations may be requested from time to time from judges, parties in proceedings or the public. The Contractor shall provide all labor, supplies and equipment necessary to provide transcripts of proceedings in accordance with 28 USC Section 753, the policies of the Judicial Conference of the United States, the terms of their solicitation. The Contractor shall be responsible for obtaining all necessary licenses, permits and fees and conformances with all laws, regulations, and ordinances applicable to performance under this solicitation.

The Court will select one contractor to handle all off-site transcription services of digitally recorded court proceedings. Being selected as the Contractor does not guarantee that the contractor will receive orders for a particular volume or aggregate dollar amount. The Court estimates a yearly dollar amount of approximately \$85,000.00. All requirements contained in the statement of work shall be met. All items should be quoted as a **fixed price**. Payment terms for US District Court will be considered **Net 30** unless more favorable terms are offered.

The period of performance will be August 1, 2023 through July 31, 2024. The place of performance will be off-site at vendor’s location.

Sincerely,

Sandy Nunes  
Contracting Officer

## Quote Sheet for RFQ # 2023 Off-site Transcriber Contract

### Instructions for Quoter:

Provide the information requested here and below at Clause 7-10:

<b>Company name:</b>	
<b>DUNS number or UEI:</b>	
<b>Discount terms, if other than Net 30:</b>	

### Instructions for Quoter:

Fill in the unit price for each item.

Additional requirements are contained in the Statement of Work inside this packet. All requirements shall be met.

Item	Description	Unit of Issue	Unit Price (\$)
1	Ordinary Transcript	Page	
2	14-Day Transcript	Page	
3	Expediated (7-day) Transcript	Page	
4	3-Day Transcript	Page	
5	Daily Transcript	Page	
6	Hourly Transcript	Page	

## TERMS AND CONDITIONS

In addition to the terms and conditions in the base contract, to the extent that contract allows, the following judiciary terms and conditions are also incorporated into this request and will be included in the resulting order.

## SOLICITATION PROVISIONS

Pursuant to provision B-1, Solicitation Provisions Incorporated by Reference (SEP 2010), this solicitation incorporates **provision 7-60, Judiciary-Furnished Property or Services** (JAN 2003) by reference, with the same force and effect as if it were given in full text. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. The full text of a solicitation provision may be accessed at this address: <http://www.uscourts.gov/procurement.aspx>.

## CONTRACT/ORDER CLAUSES

Applicable to both the solicitation and contract/order

### Clause 7-10, Contractor Representative (JAN 2003)

(a) The contractor's representative to be contacted for all contract administration matters is as follows (contractor complete the information):

**Name:**

**Address:**

**Phone:**

**E-mail:**

(b) The contractor's representative shall act as the central point of contact with the judiciary, shall be responsible for all contract administration issues relative to this contract, and shall have full authority to act for and legally bind the contractor on all such issues.

2-20C, Warranty of Services (JAN 2003)

2-40A, Variation in Quantity (JAN 2003)

2-65, Key Personnel (APR 2013)

2-75, Liquidated Damages (JAN 2003)

3-200, Service Contract Labor Standards – Place of Performance Unknown (MAR 2019)

4-160, Cancellation Ceilings (JUN 2014)

4-170, Limitation of Judiciary's Obligation (JUN 2014)

6-1, Performance Bond Requirements (APR 2011)

6-1 Alt I, Performance Bond Requirements (APR 2011)

6-5, Fidelity Bond Requirements (APR 2013)

6-20, Insurance – Work On or Within a Judiciary Facility (APR 2011)

6-35, Errors and Omissions (APR 2013)

6-60 Alt I, Rights in Data – General (JUN 2012)

6-60 Alt II, Rights in Data – General (JUN 2012)

6-95 Alt I, Patent Indemnity (JAN 2010)

6-95 Alt II, Patent Indemnity (JAN 2010)

6-100, Waiver of Indemnity (JAN 2010)

7-50, Parking (APR 2013)

7-75, Subcontracts (JAN 2003)

7-120, Availability of Funds for the Next Fiscal Year (JAN 2003)

Pursuant to Clause B-5, Clauses Incorporated by Reference (SEP 2010), this contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. The full text of a clause may be accessed electronically at this address:

<http://www.uscourts.gov/procurement.aspx>.

The following clauses are incorporated by reference:

1-1	Employment by the Government (JAN 2003)
1-5	Conflict of Interest (AUG 2004)
1-10	Gratuities or Gifts (JAN 2010)
1-15	Disclosure of Contractor Information to the Public (AUG 2004)

2-60	Stop-Work Order (JAN 2010)
3-3	Provisions, Clauses, Terms and Conditions - Small Purchases (JUN 2014)
3-45	Anti-Kickbacks Procedures (JUN 2012)
3-160	Service Contract Labor Standards (MAR 2019)
3-175	Fair Labor Standards Act and Service Contract Labor Standards – Price Adjustment (Multi-Year and Option Contracts) (MAR 2019)
3-205	Protest After Award (JAN 2003)
3-215	Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment – Requirements (MAR 2019)
4-20	Requirements (APR 2013)
6-40	Federal, State, and Local Taxes (JAN 2003)
7-1	Contract Administration (JAN 2003)
7-5	Contracting Officer's Representative (APR 2013)
7-15	Observance of Regulations/Standards of Conduct (JAN 2003)
7-20	Security Requirements (APR 2013)
7-25	Indemnification (AUG 2004)
7-30	Public Use of the Name of the Federal Judiciary (JUN 2014)
7-35	Disclosure or Use of Information (APR 2013)
7-40	Judiciary-Contractor Relationships (JAN 2003)
7-45	Travel (APR 2013)
7-85	Examination of Records (JAN 2003)
7-110	Bankruptcy (JAN 2003)
7-125	Invoices (APR 2011)
7-130	Interest (Prompt Payment) (JAN 2003)
7-135	Payments (APR 2013)
7-140	Discounts for Prompt Payment (JAN 2003)
7-150	Extras (JAN 2003)
7-185	Changes (APR 2013)
7-205	Payment for Judiciary Delay of Work (APR 2013)
7-210	Payment for Emergency Closures (APR 2013)
7-223	Termination for the Convenience of the Judiciary (Short Form) (AUG 2004)
7-230	Termination for Default – Fixed Price Products and Services (JAN 2003)
7-235	Disputes (JAN 2003)

## **Request for Proposal – License for Transcription Services**

Issued August 1, 2023 by the United States District Court for the Northern District of California, proposals will be received by email to [sandy\\_nunes@cand.uscourts.gov](mailto:sandy_nunes@cand.uscourts.gov) by July 8, 2023 at 4:00 pm. You must mail a hard copy of original signatures to USDC, 450 Golden Avenue, 16-1120, Attn: Sandy Nunes, San Francisco, CA 94102. Contract period is for August 1, 2023 through July 31, 2024. The place of performance will be off-site at vendor's location.

### **OFFER**

The offeror agrees to perform the work required at the prices specified herein in strict accordance with the terms of this solicitation.

Name of vendor:

Names and title of person authorized to sign proposal (if different from vendor name):

TIN no.:

DUNS no.:

Signature:

Date:

### **AWARD**

This revocable, non-exclusive licensing agreement (hereinafter referred to as the "License"), is between the United States District Court (the "Court"), located at 450 Golden Gate Avenue, Rm. 16-1120, San Francisco, CA 94102, as administered by **Mark Busby** ("Clerk") and "Vendor." This writing including all attachments, constitutes the entire agreement and supersedes any and all prior communications and/or agreements, oral or written, between the parties, concerning the subject matter of this License. This License can be amended only by a written instrument executed by both parties. Contract period is August 1, 2023 through July 31, 2024.

*FOR THE UNITED STATES OF AMERICA*

Name of Contracting Officer: Helene McVanner

Signature of Contracting Officer:

Award Date: